

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
MISSOULA DIVISION

LONNY DUNLUCK, AARON
ANDERSON, ROBERTO MERAZ-
AVILA, JASON MATHIASON, and
DAVID PURDY,

Plaintiffs,

vs.

ASSICURAZIONI GENERALI S.P.A.
– UK BRANCH,

Defendant.

ASSICURAZIONI GENERALI S.P.A.
– UK BRANCH,

Counter-Plaintiff,

vs.

LONNY DUNLUCK, AARON
ANDERSON, ROBERTO MERAZ-
AVILA, JASON MATHIASON,
DAVID PURDY and VITALITY
NATURAL HEALTH LLC,

Counter-Defendants.

CV 20-136-M-DLC

ORDER

The Court held a hearing on the pending motions (Docs. 43; 51) on November 2, 2021. (Doc. 76.) At this hearing, the Court expressed its concern

over the lack of attention paid to the choice-of-law provision in the insurance policy at issue. (*See* Doc. 38-1 at 4.) Following this, Plaintiffs and Counter-Defendants seemed to, for the first time, level a direct challenge to application of this provision, instead arguing that a formal conflict-of-laws analysis under Montana law would void the choice-of-law provision at issue. The Court finds additional briefing on the issue appropriate.

Accordingly, IT IS ORDERED that on or before November 17, 2021 each party shall submit a brief, no longer than 4,000 words, addressing whether the policy's choice of law provision governs its interpretation, and, if not, what law should be applied in interpreting the policy. The parties should address, assuming the policy's choice-of law provision does govern, the law of which Canadian province or territory applies based on application of the "relevant Insurance Act(s)." (Doc. 38-1 at 4.) The parties may elect to devote a portion of their brief to the substantive application of the applicable Canadian law to the issues presented, assuming the policy's choice-of-law provision does govern. No additional substantive argument shall be included.

DATED this 3rd day of November, 2021.



Dana L. Christensen, District Judge
United States District Court